

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Engineering and Construction Management

**AGENDA DATE:** September 23, 2014

**CONTACT PERSON NAME AND PHONE NUMBER:** Irene D. Ramirez, P.E., Interim City Engineer, 212-1831

**DISTRICT(S) AFFECTED:** 5

**SUBJECT:**

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Halff Associates, Inc., a Texas Corporation, for a project known as "Eastside Regional Park Master Plan" for an amount not to exceed Six Hundred Ninety Thousand and 00/100 Dollars (\$690,000.00); and that the City Engineer be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed Seven Hundred Forty Thousand and 00/100 (\$740,000.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

**BACKGROUND / DISCUSSION:**

The development of Eastside Regional Park requires the preparation of a master plan to guide the project from concept development through final construction. The City wishes to contract with Halff and Associates to develop the master plan for improvement of Eastside Regional Park, approved by voters as part of the November 2012 Quality of Life bond proposal. The consultant will develop a master plan for construction of the following voter-approved park elements:

- Eastside Regional Park
- Eastside Regional Recreation Pool
- Eastside Regional Competition Aquatics Facility
- Eastside Regional Recreation Center

The consultant will be responsible for developing Eastside Regional Park in accordance with the Parks and Recreation Master Plan and Plan El Paso. The consultant will be responsible for developing and implementing the Design Charrette Process to foster community engagement in the park planning process, including meeting with key neighborhood stakeholders and other specific user groups interested in the development of parks facilities. The consultant will provide a Park Master Plan that, in addition to the elements described above, includes a park framework plan, focus group recommendations, project budgets for improvements and phasing development plan.

**PRIOR COUNCIL ACTION:**

Project Management Services for Eastside Regional Park, approved on February 11, 2014

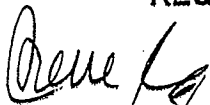
**AMOUNT AND SOURCE OF FUNDING:**

\$740,000.00 under the 2012 Quality of Life Bond, approved by voters on November 6, 2012

**BOARD / COMMISSION ACTION:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



(If Department Head Summary Form is Initiated by Purchasing, client department should sign also)  
Information copy to appropriate Deputy City Manager

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Halff Associates, Inc., a Texas Corporation, for a project known as "EASTSIDE REGIONAL PARK MASTER PLAN" for an amount not to exceed Six Hundred Ninety Thousand and 00/100 Dollars (\$690,000.00); and that the City Engineer be authorized to approve up to \$50,000.00 in additional services, for a total contract amount not to exceed Seven Hundred Forty Thousand and 00/100 Dollars (\$740,000.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser,  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen,  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Irene D. Ramirez, P.E.  
Interim City Engineer

THE STATE OF TEXAS     )  
  )  
COUNTY OF EL PASO     )

AN AGREEMENT FOR  
PROFESSIONAL SERVICES

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **HALFF ASSOCIATES, INC.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

**WHEREAS**, the Owner intends to engage the Consultant to perform professional services for a project known as “**EASTSIDE REGIONAL PARK MASTER PLAN**,” hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

**WHEREAS**, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.**  
**ATTACHMENTS**

**1.1** The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Project Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Consultant’s Basic and Additional Services
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Certificate of Insurance

**ARTICLE II.**  
**PROJECT**

**2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform professional services for the Project as professional consultant for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

**2.2** In completion of such phases, the Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines in effect on the execution date of

this Agreement in the performance of the services requested under the Design Phase of this Agreement. Such Guidelines are available in the Engineering Department.

**2.3** The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

**2.4** The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

**2.5** The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five working days time period.

### **ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET**

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed **SIX HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$690,000.00)** for all basic services and reimbursables performed pursuant to this Agreement. The Consultant's fee proposal for the performance of all Basic Services and reimbursables is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to the schedule enumerated within **Attachment "D"**.

**3.2 CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C"**. If authorized by the City Engineer, prior to the performance of such services, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed \$50,000.00. Additional Services exceeding \$50,000.00 must have prior approval by City Council through written amendment to this Agreement. Owner shall make payment for such Basic and Additional Services at the rates established by Consultant within **Attachment "B"**.

**3.3 CONSULTANT'S INVOICES.** The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

**3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

**3.3.2** The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

**3.4 PROJECT CONSTRUCTION BUDGET.** The Consultant acknowledges that the **construction budget** for this Project allocates approximately **\$36,775,000.00** for the award of a construction contract base bid, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A"**. The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**3.5 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

#### **ARTICLE IV. PERIOD OF SERVICE AND TERMINATION**

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D"**.

**4.2 SUSPENSION.** Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction

contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

#### **4.3 TERMINATION.** This Agreement may be terminated as provided herein.

**4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

**4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

**4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

**ARTICLE V.  
INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall have **seven (7) calendar days** from date of award to obtain sufficient insurance as required herein. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
  - Personal Injury or Death**
    - \$1,000,000.00 for one person or occurrence
    - \$1,000,000.00 for two or more persons or occurrences
  - Property Damage**
    - \$1,000,000.00 per occurrence
  - General Aggregate**
    - \$1,000,000.00
- b) **AUTOMOBILE LIABILITY**
  - Combined Single Limit**
    - \$1,000,000.00 per accident

**5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or

officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) on a claims made basis.

**5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

**5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

**5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the City of El Paso.

**5.2 INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

**5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS.** Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or



the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed \$250,000.00 per person or \$500,000.00 per incident with property damage liability limited to \$100,000.00 per incident.

## **ARTICLE VI. FEDERAL PROVISIONS**

### **6.1 COMPLIANCE WITH APPLICABLE LAWS - FEDERAL FUNDING REQUIREMENTS**

Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

**6.1.1 CONTRACT ASSURANCE.** The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**6.1.2 DBE GOOD FAITH EFFORTS.** The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal of 0.00% has been established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

## **6.2 TERMINATION FOR CANCELLATION OF GRANT.**

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

## **ARTICLE VII. GENERAL PROVISIONS**

**7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

**7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

**7.3 CONSULTANT'S QUALITY OF WORK.** The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with

that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances.

**7.4 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

**7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

**7.6 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

**7.7 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

**7.8 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

**7.9 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

**7.10 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

**7.11 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:                      The City of El Paso  
   Attn: City Manager  
   P.O. Box 1890  
   El Paso, Texas 79950-1890

With a Copy to:                      The City of El Paso  
   Attn: City Engineer  
   P.O. Box 1890  
   El Paso, Texas 79950-1890

To the Consultant:                      Halff Associates, Inc.  
   Attn: H. Wayne Cooper, ASLA, AICP  
   3040 West Braker Lane, Suite 450  
   Austin, TX 78759

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

**7.12 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

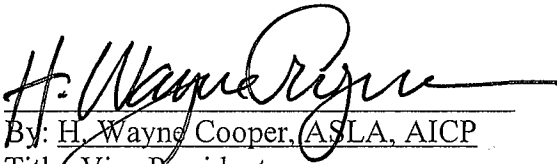
**7.13 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

**WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:**

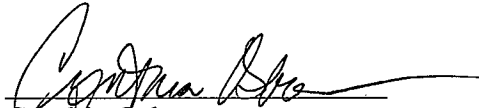
**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

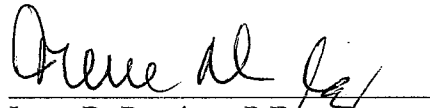
**CONSULTANT:**  
Halff Associates, Inc.

  
\_\_\_\_\_  
By: H. Wayne Cooper, ASLA, AICP  
Title: Vice President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Irene D. Ramirez, P.E.  
Interim City Engineer

(Acknowledgements on following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
Notary Public, State of Texas

My commission expires:

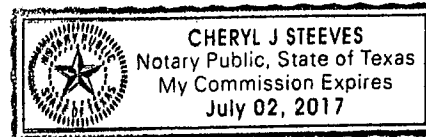
\_\_\_\_\_  
THE STATE OF TEXAS   §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on this 19 day of September, 2014,  
by **H. Wayne Cooper**, as **Vice President of Halff Associates, Inc.**

*Cheryl J. Steeves*  
Notary Public, State of Texas

My commission expires:

July 02, 2017



**SCOPE OF WORK**  
**Eastside Regional Park Master Plan**

**GENERAL DESCRIPTION:**

On November 6, 2012 the Citizens of El Paso approved the 2012 Quality of Life Bond Issue. The City of El Paso assigned and authorized the City of El Paso Engineering and Construction Management Department to manage the successful development, implementation and completion of the 2012 Quality of Life Bond Issue program. Because of the nature, type, and size of some of the programs and projects, the Engineering and Construction Management Department procured and delegated program management responsibilities of the Eastside Regional Park to ECM International. ECM is responsible to fully manage, oversee, and provide project engineering services from the inception of the program to its full completion. ECM, with the approval of the Engineering and Construction Management Department, is responsible for developing engineering scope, estimate, design criteria and requirements, project schedule and construction criteria. ECM will provide management, oversight during construction, and contract administration and compliance. The project budget of \$48 million is inclusive of all related activities to include design, construction and materials testing, etc. Project components consist of the following:

- Recreation Pool
- Natatorium
- Recreation/Senior Center
- Sports Complex
- Other typical park amenities

**1.0 KNOWLEDGE AND SKILLS**

The consultant shall have knowledge in the park design, engineering and construction field and be familiar with park design, engineering and construction practices. The consultant shall be familiar and have experience with the following:

- City of El Paso Parks and Recreation Master Plan, 2006.
- Plan El Paso, 2012.
- Smart Code and Smart Growth Principles
- Current International Building Code
- City of El Paso Subdivision Ordinance
- City of El Paso Grading Ordinance
- Engineering and Construction Management Design Manual for Construction
- City of El Paso Design and Construction Standards for Park Facilities
- City of El Paso Zoning and Land Use Requirements
- Institute of Transportation Engineers (ITE) manual adopted by the City of El Paso for pedestrian friendly roadways
- Synthetic Turf design and installation procedures
- City of El Paso Public Art Ordinance, Program Guidelines, and Master Plan
- Texas Commission and Environmental Quality (TCEQ) requirements
- Texas Department of Health requirements
- ADA and Texas Accessibility Standards (TAS)



- Other local, state, and federal codes, ordinances, and requirements

The consultant will have the following skills and abilities:

- a) Plan, develop, and organize initial general public and staff meeting/charrettes
- b) Ability to organize, setup and facilitate community meetings
- c) Excellent communication skills
- d) Ability and willingness to meet with public
- e) Ability to multi-task several activities
- f) Prepare meeting agendas and meeting minutes
- g) Excellent organizational skills
- h) Ability to follow-up on pending items
- i) Ability to economize project resources

## 2.0 GENERAL SERVICES AND DELIVERABLES REQUIRED:

### 2.1 Investigation:

Soon after the consultant received the project authorization from the City Engineering and Construction Management Department to start, the consultant shall investigate, research, and compile all necessary requirements and criteria to make the project a success. The following are just a few of the items that need to be researched:

- Parks and Recreation Master Plan
- Plan El Paso
- Bond Issue project language approval
- City's expectations (includes Council, Engineering Department, Parks & Recreation Department, and other stakeholders)
- Project Budget coordination
- Project Schedule coordination
- Identify Stakeholders
- Land Use requirements (Zoning, Traffic, and Drainage)
- Applicable codes and ordinances
- Utilities requirements and availability
- Public Art requirements, as expressed in documents developed by Museums and Community Affairs Department (MCAD)
- Smart Growth requirements
- Best practices for sustainability design

## 2.2 Scope of Work:

The consultant shall submit to the Engineering and Construction Management Department's Program Manager a **Master Plan Manual** that includes all investigations performed and compiled. The **Master Plan Manual** will serve as the overall project **Executive Summary**. At a minimum, the manual will have the following Contents:

- INTRODUCTION
  - a) Purpose & Intent of Master Plan.
  - b) Relationship to Parks & Recreation Master Plan and to Plan El Paso
  - c) Existing Conditions of Land and Surrounding Areas
  - d) Trends Influencing Park Use
- COMMUNITY ENGAGEMENT
  - a) Planning Process
  - b) Community Input
- PARK MASTER PLAN
  - a) Park Framework Plan – Text and Drawings
  - b) Focus Area Recommendations – Text and Drawings
- IMPLEMENTATION/ACTION PLAN
  - a) Project Budgets for Improvements
  - b) Phasing – Text and Drawings

### 2.2.1 The Park master plan shall include the entire park area of 92 Acres and to include the location of the following potential amenities:

- Entrance Plaza to the Park
- Internal Roadways and Bus Stops
- Recreation/Senior Center
- Natatorium (50-Meter Competition Pool with Multi-Purpose Therapeutic Pool)
- Recreation Pool
- Rental Event Pavillion and Gardens
- Mobil Concession Food Court Area
- Public Art Spots
- Splash Pad
- Amphitheater
- Skate Park
- Bike Park
- Dog Park
- Walking Paths
- Playground Areas
- Multi-Purpose Courts
- Beach Volleyball Courts
- Diamond Fields (Baseball, Softball, etc.)
- Flat Fields (Soccer/Football)
- Picnic Areas with shelters

- Maintenance Building with Central IT and Security Rooms
- Public Restroom Buildings
- Undeveloped Open Areas used for festivals, sports, urban farming, biking, walking, jogging trails, and other similar uses
- Parking Areas with open air shelters
- Other Miscellaneous Amenities

2.2.2 Conduct Public Outreach Meetings and Stakeholder Engagement:

*The Public Outreach Plan requirements are outlined in section 2.3.1 below.* The following is a potential framework for the public outreach meetings anticipated:

- a) Kick-off Meeting: Introduction of process, objectives and overview of project parameters
- b) Global Visioning: Community work session (charrettes) focused on identifying ideas and potential opportunities for the project site
- c) Final Presentation: Community meeting to provide the culmination of information gathered. Options will be presented and additional public participation and input will be requested to aid in deriving a final recommendation.

Activities required in the public outreach and engagement process include:

- Identification of stakeholders, key stakeholders, focus Groups and local school districts
- Scheduling focus meetings with stakeholders, key stakeholders, and focus groups. (i.e.: swim teams, local sports leagues, neighborhood associations, etc.)
- Assist the CoEP in defining the various venues where meetings will take place and provide electronic voting and vote counting equipment
- Providing simultaneous translation services at public meetings and producing translated meeting materials
- Preparing the meeting agendas and Public Questionnaires
- Preparing Public Outreach meeting minutes and documentation
- Analyzing public input and propose implementation into project design
- Preparing update presentations to City Council, the Bond Overview Advisory Committee (BOAC) and Parks and Recreation Advisory Board as needed

2.2.3 Provide Construction Budget Analysis:

The Construction Budget will not exceed the budget allocated and approved by the City Council. The allocated budget will only be increased if City Council and/or City Manager approve the increase. Budget estimates will include but are not limited to the following:

- a) Infrastructure Costs (Water, Sewer, Power, Gas, Etc.)
- b) Construction
- c) Construction Contingency
- d) Furniture (Interior and Exterior)
- e) Public Art (2% of Construction Costs)
- f) Other Soft Costs

2.2.3.1 Provide Construction Cost Analysis at 35% Completion. Provide proposed Scope Modifications to bring the projected construction cost within allocated budget, if necessary

2.2.3.2 Provide Construction Cost Analysis at 90% Completion. Provide proposed Scope Modifications to bring the projected construction cost within allocated budget, if necessary

2.2.4 Reporting and Presentations:

The consultant shall be responsible to compile and prepare Master Plan reports and presentations as required. Any reports will be submitted to but not limited to the following:

- City Council
- City Manager
- City Engineer
- Parks & Recreation Department
- Bond Overview Advisory Committee (BOAC)
- Public

2.2.5 City of El Paso Webpage:

In close coordination with the program manager, the consultant shall provide information via written and graphic documents to include the following:

- Current status of the project
- Upcoming activities
- Project achievements
- Community meeting dates, time, and location
- Photographs

The information provided by the consultant shall be reviewed and edited by the program manager and will be uploaded into the City's webpage. The webpage shall be updated every two weeks or as relevant events occur.

2.3 Phases

The Master Plan process shall be broken into three (3) major phases:

- Design Charrette Process
- Draft Master Plan
- Final Master Plan

2.3.1 Design Charrette Process

The consultant shall provide a detailed strategic plan for review and approval by the Owner addressing the following items:

- Types of public outreach
- Format of meetings/charrettes
- Number of meetings/charrettes
- Dates, times, and venues of meetings/charrettes
- Method of recordkeeping and information tracking
- Method of tabulating community preferences for park amenities

In advance of the design/charrette meetings with the community, the consultant shall

- Evaluate existing site conditions to determine feasibility of potential park amenities
- Prepare a digital base map of the site
- Prepare draft concepts for presentation prior to first community meeting
- Prepare cost estimates for individual park elements

The consultant shall conduct the design charrette process in accordance with the approved strategic plan. The consultant shall lead the meetings/charrettes in conjunction with City staff and the third-party project management firm to obtain and compile community input for inclusion in the Park master plan.

#### 2.3.2 Preliminary Master Plan

The consultant shall provide a draft master plan capturing input from the design charrette process. The draft master plan shall include but is not limited to the following:

- Three different options within budget of the master plan
- Cost estimates for the three different options
- Detailed report of existing conditions, issues, challenges and impacts
- Land use and zoning
- Grading and drainage
- Compliance to Park's Master Plan
- Facilities locations and sizing
- Infrastructure improvements
- Consultant's recommendation

#### 2.3.3 Final Master Plan

The consultant shall provide a final master plan capturing input from the design charrette process and review by City staff. The final master plan shall include but is not limited to the following:

- Final master plan
- Cost estimate
- Detailed report of existing conditions, issues, challenges and impacts
- Land use and zoning
- Grading and drainage
- Compliance to Park's Master Plan
- Facilities locations and sizing
- Infrastructure improvements

#### 2.4 Project Schedule:

The consultant will be responsible for delivering the following:

- Design Charrette Process- 150 Consecutive Calendar Days
- Draft Master Plan- 60 Consecutive Calendar Days
- Final Master Plan- 30 Consecutive Calendar Days

## **2.5 Electronic Document Management:**

The consultant shall minimize the use of large amounts of paper. The consultant shall promote a "Green Approach" on document management. Therefore the consultant shall use the web based software installed by the program manager to store, manage, view, *review*, and *comment* on electronic documents. The following are some of but not limited to documents that will be placed on the web based software:

- Investigation documents
- Design concept documents
- Construction budget documents
- Meeting agendas and meeting minutes
- Project schedules
- Photographs

## **3.0 Client:**

The City of El Paso is the client. However, the City Council and City Manager has assigned the Engineering and Construction Management Department as the responsible department to oversee the Program Management consultant (ECM International). The user department is the Parks and Recreation Department. ECM International must address the Parks and Recreation Department needs, wishes, and requirements.

## **EXHIBIT "XX"**

### **Scope of Professional Services**

### **EASTSIDE REGIONAL PARK MASTER PLAN**

#### **El Paso, Texas**

The scope of work for this project includes the preparation of a master plan for the new Eastside Regional Park, in accord with the Request for Qualifications for the project issued by the city of El Paso, Texas, on June 2, 2014. The scope of work also includes the evaluation of existing conditions within the around the park property; the initiation of public participation activities to gage the public's interest, desires and support for various aspects of the project; preparation of preliminary park facilities master plans; preliminary community center (with recreation and senior center components) and natatorium plans (to include competition and recreational aquatics facilities); an amphitheater; a skate park and other facilities; and preparation of a final park facilities master plan and report.

### **PROJECT ASSUMPTIONS**

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. Project limits include the 92-acre project site identified in the RFQ.
2. Project activities do not include preparation of any construction or bidding documents.
3. The city of El Paso will provide the best available data and supporting information that the city has in its possession for use by Halff to perform and evaluate the project area. The city of El Paso will also assist in the acquisition of pertinent data and information from other agencies necessary for the execution of the project, including but not limited to land ownership information, utility information, or roadway corridor information from TXDOT.
4. The city of El Paso will assist in the coordination efforts for public meetings, including the identification of meeting locations and venues, assistance with securing the rights to utilize those locations, and providing necessary fees to use the venues for the meetings, if required.

### **INFORMATION TO BE SUPPLIED BY THE CITY OF EL PASO**

The following items will be supplied by the city of El Paso to the Halff Associates Planning and Design Team:

1. Best available aerial photography and 1-foot contour digital topography of the project area. The boundary and topographic survey to be provided in electronic file(s) compatible with AutoCAD 2013 Computer Software and City of El Paso GIS. This information will include LIDAR topography and digital photography prepared for El Paso Water Utilities (Tiles 035-44 to 035-46, 036-44 to 036-46, and 037-44 to 037-46, in ADF/XML format) for the project area.
2. Best available digital information and files (GIS format preferable) that illustrate existing features and conditions; limits of easements and rights of ways for utilities, roadways, drainage ways. The city will provide contact persons for Halff to use to obtain information related to private utility companies.

3. Limits of property ownership, rights of ways, or easements for properties within the limits of the project, including properties in private ownership and properties owned and managed by other public agencies or utility companies.
4. Ongoing or future known plans for public infrastructure, parks, roads and other city of El Paso or other agency facilities in or adjacent to the project area, in digital format.
5. Other applicable information possessed by or accessible to the city of El Paso that would be beneficial to the project, including construction bid tabulations from past projects that can help establish a magnitude of potential costs for improvements, and environmental or cultural resources studies or reports.

## **SCOPE OF SERVICES**

The Basic Services for this project are defined as follows:

### **A. Project Start-Up**

1. Attend a project kick-off meeting with pertinent City staff to refine the scope of the project, identify the general program and parameters for preliminary planning efforts, establish a schedule for project activities, and establish the locations of existing information and protocols for gathering and utilizing that existing information.
2. Confirm information that should be included as a part of this Project, and assemble an initial base map for use during project activities, utilizing available data and information. The City of El Paso will provide locations for planning documents identified in the RFQ document, including but not limited to: the Aquatic Business Plan; El Paso Parks and Open Space Master Plan; Plan El Paso.
3. Establish city of El Paso's parameters for the proposed improvements, including anticipated users, adherence to AASHTO standards, TAS requirements, park design standards, engineering design standards, and other applicable city standards and requirements.
4. Halff will prepare meeting notes that document meeting discussions and decisions for city staff use, within 5 business days of each meeting for the duration of the project. Before each meeting with city staff, Halff will provide maps and/or other project deliverables to city staff, at each phase of the project, updated as appropriate for each phase of work, along with a summary report that identifies the project status,

### **B. Data Gathering/Site Investigation**

1. Conduct field reconnaissance to identify, map, and photograph the project area and document the locations of existing features, including: sloped areas and erosion sites; drainage features and channels; the extents of vegetation areas, the locations of roadways, utilities and their easements and rights of ways; the locations of developed areas; and other features or conditions that might affect the development of the master plan or implementation or cost of the park facilities development projects. City staff will be invited to attend and participate in field reconnaissance activities for the project. This trip will occur over a one (1) day period if possible.
2. Compile digital information identified during data gathering and field reconnaissance exercises and update the base map for use during initial master planning activities for the project. Information illustrated on base maps may include the following, as available:



- a) Locations of streets, roadways or other transportation systems or facilities; locations of wet and dry utilities and associated easements, including significant and obvious obstructions to those easements; the locations of existing historic sites; topography; existing trees and vegetation; boundary survey data; ortho photographic mapping; current FEMA FIRM panels; drainage ways, water courses and water bodies; limits of private properties and developments; and major public facilities operated by state, county and local governments.
3. Review existing and proposed conditions and facilities plans and data to evaluate and document their affects on the placement of park facilities within the project area. Provide the results of this evaluation to city staff and public participants in both written and graphic form.
4. Meet with city staff prior to the completion of the site investigation phase to discuss accumulated data and the documented site conditions. Meet with city staff at the completion of this stage of work to confirm project assumptions prior to preparation of preliminary alternate master plans.

#### **C. Public Participation Plan**

1. Conduct one (1) small group meeting each with identified key stakeholders, including but not limited to adjacent neighborhoods, sports leagues, swim teams, senior groups or other user groups interested in development of the park facilities. Each of these initial meetings will be limited to participants of specific interest groups, and will be conducted in an informal interview format. The City of El Paso staff will assist in the identification of user groups and participants for the small group meetings, as well as assisting in identification of locations for the meetings. These initial meetings will be conducted over a three (3) day period, and will include a maximum of 10 attendees per meeting, (from each neighborhood or user/stakeholder group as desired by city staff), and will be approximately one (1) to two (2) hours long each. *Small group meetings may include a walk through the project area, depending on the location of the meeting and the willingness of the participants.* The small group meetings will be held at the beginning of preliminary park master planning activities to inform specific members from each of the user groups, neighborhoods and the community about the project, to allow Halff and city staff members to gather initial information related to the group members' perception of the project, and to identify an initial list of needs and desires from small group meeting participants. Halff team members will provide English to Spanish translation services, and document and tabulate discussions for use during preparation of preliminary master plan alternatives for the project.
2. Conduct focus group meetings with a mix of representatives from adjacent neighborhoods, sports leagues, swim teams, and senior groups interested in development of the park facilities. These meetings will occur at the beginning of preparation activities for the preliminary park master plans.
  - a. Include a planning and design charrette exercise to help educate participants about the potential costs of various park improvement options, to allow an open discussion with the Planning Team and other users regarding the development program and list of desired improvements, and development priorities for the project. Participants will vote on desirable park components utilizing colored dots placed on park development options prepared during the meetings.

- b. These meetings will be conducted over a two day period, in the late afternoon or early evenings, and are expected to last approximately 2.5 hours each. Halff team members will provide English to Spanish translation services, and will document and tabulate discussions for use during preparation of preliminary master plan alternatives for the project.
3. Conduct two (2) general meetings with the user and focus groups as well as the general public, during preparation of the Preliminary Master Plan alternatives. These meetings will be conducted in an open house format, in the late afternoon and early evenings, and will include a short presentation at the beginning of the meeting to introduce participants to the public participation process for the project, and to inform them about the electronic balloting process. The open house meetings will be conducted over a two (2) day period to allow the greatest range of participation from residents. The open house meetings will be held after the preparation of the three (3) preliminary master plan alternatives has occurred. Halff will provide English to Spanish translation services, and will document and tabulate discussions for use during master planning activities. Provide electronic balloting of participants' preferences, providing instantaneous tabulation of responses.
4. Conduct two (2) general meetings with the user and focus groups as well as the general public, during preparation of the Revised Preliminary Park Master Plans for Eastside Regional Park. These meetings will be conducted in an open house format, in the late afternoon and early evenings, over a 2.5 to 3 hour period, and will include a short presentation at the beginning of the meeting to introduce participants to the public participation process for the project, and to inform them about the electronic balloting process. The open house meetings will be conducted over a two (2) day period to allow the greatest range of participation from residents. The open house meetings will be held to gather comments related to the preparation of the final master plan for the Eastside Regional Park, and will include discussion related to the development priorities and desirable phasing of project improvements. Halff will provide English to Spanish translation services, and will document and tabulate discussions for use during master planning activities. Provide electronic balloting of participants' preferences, providing instantaneous tabulation of responses.
5. Conduct one (1) open house meeting for the general public, to present the Preferred Eastside Regional Park Master Plan. This meeting will be conducted in a combination open house/public meeting format, in the early evening, over a 2.5 to 3 hour period, in a facility that is accessible to the general public. The meeting will include a short presentation at the beginning of the meeting to introduce participants to the public participation process for the project, and to inform them about the electronic balloting process. Promotion for the meeting will be conducted by the Halff Team with the assistance of the city of El Paso public relations staff. Halff will prepare an announcement as a full-color flyer and an e-mail blast. The city of El Paso will print and distribute the flyer and will forward the e-mail blast to interested parties in El Paso. Halff will provide English to Spanish translation services, and will document and tabulate discussions for use during master planning activities. Provide electronic balloting of participants' preferences, providing instantaneous tabulation of responses.
6. Present the Final Eastside Park Master Plan as an informational briefing to both the El Paso Park Board and City Council.

7. Halff will provide internet links and coordinate with City of El Paso staff to update off-site digital voting results on the project website managed by the City of El Paso.
8. Halff will provide digital copies of presentations and illustrations for placement on the city of El Paso's website.

**D. Preliminary Park Facilities Master Plans**

1. Prepare a conceptual park master plan for the Project, in general accord with existing city of El Paso studies and master plan documents. Review the conceptual master plan with city staff prior to discussions with stakeholder groups or other public participants. The conceptual master plan will be used as a discussion point during stakeholder and small group meetings, as outlined in **Section "C.1"**, of the Public Participation Plan.
2. Following initial stakeholder and user group meetings, and based on results of the design charrette process, prepare a maximum of three (3) Preliminary Park Master Plans for project improvements. These preliminary master plans will be prepared in an illustrative digital format, and will illustrate general locations, sizes and relationships of project elements, improvements, and materials for each master plan alternative. Development of each of the preliminary park master plan alternatives will include the following tasks:
  - a. Develop a preliminary layout of park facilities and supporting project components included in the scope of work from the Eastside Regional Park Master Plan RFQ, including connections to existing and future trails, thoroughfares and community facilities. Identify the locations of pedestrian facilities, roadways and trails; parking areas, and other similar components. Detailed layouts or dimensioning are not included in this phase of work. Preliminary park master plan alternatives will be prepared in accord with comments gathered from both public and city staff input.
  - b. Evaluate the locations of, and potential impacts from known environmental, cultural or historical resources previously identified within the project corridor. This task is meant to be an analysis and summary of existing documentation and does not include the preparation of environmental studies, or archeological field investigations. A summary of potential permitting requirements will be provided with this task.
  - c. Provide conceptual prototypical sections for proposed park improvements, where needed, to illustrate potential solutions to existing conditions and to assist in the establishment of probable costs for construction for these components of the park project.
  - d. Provide product information and material cut-sheets as necessary to illustrate design characteristics, finishes and construction materials of pavilions, shelters, bike racks, benches and other amenities, and to assist in the establishment of probable costs for construction for these project elements.
  - e. Present the Preliminary Park Master Plans to user and focus groups, and the general public as outlined in **Section "C.3"** of the Public Participation Plan.
3. Prepare a preliminary estimate of probable construction cost for each alternative alignment.
4. Meet with city staff to confirm park facilities and amenities layouts of Preliminary Park Master Plan alternatives, and to review preliminary estimates of probable construction costs for

improvements. Additional discussions regarding the park master plan components will be accomplished through the use of teleconferences with city staff and Halff team members.

5. Based on focus group and City staff comments, prepare a maximum of three (3) Revised Preliminary Park Master Plans, and present to the adjacent neighborhoods and user and stakeholder groups as outlined in **Section "C.4"**, of the Public Participation Plan. Comments gathered in these meetings will be considered during preparation of the refined/final park master plans.

#### **E. Preliminary Rec Center/Senior Center/ Aquatic Facilities Planning**

1. Prepare a space program for Rec/ Senior/ Aquatic Center. Determine the programming components (facilities, amenities etc.) to be included in the master plan of the facility based on the results of public participation plan. Provide space requirements for programmatic components of the facility. Play BRS "Program Card Game" for program building components as a data collecting device, create a wish list and to build consensus among diverse parties (game to include sizing and space allocation requirements for each program component area to meet current and future demands within the community). Present program alternatives and include participants on the preparation of the building program during the charrette process identified in **Section "C.2"**.
2. Following initial stakeholder and user group meetings, prepare a maximum of three (3) Preliminary Senior/Recreation Center/Aquatic Facilities Conceptual Plans for project improvements. These preliminary conceptual plans will be prepared in an illustrative digital format, and will illustrate general locations, sizes and relationships of project elements, improvements, and materials for each building/use type. Development of each of the preliminary Senior/Recreation Center/Aquatic Facilities Conceptual plan alternatives will include the following tasks:
  - a. Develop a preliminary conceptual layout of Senior/Recreation Center/Aquatic Facilities to allow determination of spatial needs of the buildings and aquatic facilities necessary to accommodate the required development program, establish a relative footprint size on the project site, utility and infrastructure needs, parking areas required to support these facilities, and general orientation and configuration of the proposed facilities and supporting project components included in the scope of work from the Eastside Regional Park Master Plan RFQ. Detailed layouts or dimensioning are not included in this phase of work. Preliminary conceptual layout of Senior/Recreation Center/Aquatic Facilities alternatives will be prepared in accord with comments gathered from both public and city staff input.
  - b. Provide conceptual prototypical elevations and/or sections for proposed Senior/Recreation Center/Aquatic Facilities improvements, where needed, to illustrate potential solutions to the desired development program, and to assist in the establishment of probable costs for construction for these components of the project.
  - c. Present the revised Senior/Recreation Center/Aquatic Facilities Conceptual plan alternatives to user and focus groups, and the general public as outlined in **Section "C.3"** of the Public Participation Plan.
3. Prepare a preliminary estimate of probable construction cost for each alternative conceptual plan.

4. Meet with city staff to confirm preliminary senior/recreation center and aquatic facilities layouts and to review preliminary estimates of probable construction costs for improvements. Additional discussions regarding the preliminary senior/recreation center and aquatic facilities components will be accomplished through the use of teleconferences with city staff and Halff team members
5. Present the preliminary senior/recreation center and aquatic facilities alternatives to the adjacent neighborhoods and user and stakeholder groups and the general public as outlined in **Section "C.4"**, of the Public Participation Plan. Comments gathered in these meetings will be considered during preparation of the refined park master plan.

**F. Final Park Facilities Master Plan and Report**

1. Halff will meet with El Paso staff to review both the Revised Preliminary Park Master Plan alternatives and the Preliminary Senior/Recreation Center/Aquatic Facilities Conceptual Plans against public comments and available budgets, in order to reach a consensus regarding the preparation of a Preferred Eastside Park Master Plan. The preferred master plan will evaluate both staff and public comments toward the preparation of a final master plan for the park and associated facilities, will address project priorities and implementation phasing, and will illustrate the size, configuration and location of the park and open space components, the building components and the supporting facilities on the project. Halff will prepare a draft Preferred Eastside Park Master Plan for city staff review and comment.
2. Halff will prepare an estimate of probable construction cost for the draft Preferred Eastside Park Master Plan, and submit it to city staff for review and comment.
3. Halff will present the draft Preferred Eastside Park Master Plan to the general public at one (1) open house meeting, as outlined in **Section "C.5"**, of the Public Participation Plan. Comments gathered in this meet will be utilized to prepare the Final Park Master Plan for Eastside Regional Park.
4. Prepare a Final Eastside Park Master Plan utilizing public input and guidance from city staff, gathered throughout the planning process. Provide a final report that summarizes the planning process and findings, and provides a description of the preferred master plan with recommendations for improvements required to implement the project. Address implementation priorities and proposed phasing of project improvements. Include maps and photographs as necessary to illustrate the findings of the evaluation process. Provide preliminary master plan facilities layouts, and/or sections and elevations and proposed material cut sheets necessary to illustrate the preferred plan.
5. Present findings at one (1) each city of El Paso Park Board and City Council meeting as directed by city staff. This meeting will occur as outlined in **Section "C.6"**, of the Public Participation Plan.
6. Halff will provide digital copies of meeting agendas, exhibits, reports, and interim, preliminary and final plan submittals etc., as applicable 10 business days prior to each meeting to allow city staff to review and comment on meeting materials.

**G. Project Management**

1. The Project Manager will communicate with El Paso staff on a weekly basis throughout the duration of the project. For the purposes of establishing a level of effort for these

teleconference meetings, the Project Manager assumes that each meeting will last an average of 2 hours per meeting, and will require the assistance of clerical staff, and occasionally design team staff to address various topics and discussion points.

2. Halff will provide meeting minutes or appropriate documentation of all project meetings and updates for El Paso staff review and comment

#### **H. Optional Service – Traffic Impact Analysis**

1. Conduct a Traffic Impact Analysis (TIA) in accordance with Chapter 19.18 of the City of El Paso Municipal Code and City of El Paso guidelines.
2. Collect available traffic volume information from the El Paso Metropolitan Planning Organization, City of El Paso's DOT or El Paso-TXDOT. No traffic count surveys will be conducted.
3. Utilize Institute of Transportation Engineers Trip Generation Manual or trip generation rates approved by the City of El Paso to calculate the projected traffic volumes for the various phases of the Park site development. Make trip distributions and assignments to the road network.
4. Research local police department records to gather an accurate accounting of traffic accidents that have occurred in the vicinity on the proposed development.
5. Analyze the capacity of the affected thoroughfares including Montana Ave, Hueco Valley Dr., Edgemere Blvd., Tierra Dorado Dr. and Tierra Flores Dr. before and after the proposed development of the Park. The capacity will be evaluated based on the level-of-service determined by the Highway Capacity Manual. The capacity analysis will include AM and PM peak periods, 24-hour, and special times or events depending on the Park's peak traffic generating periods.
6. Based on the level-of-service analysis, determine deficient roadways, required improvements, and budgetary cost estimates associated with the improvements. The TIA findings and recommendations will be documented in a report.

#### **I. Additional Services**

Additional services shall consist of, but not be limited to the following:

1. Client generated changes to planning and design efforts once work is in progress, including design of offsite improvements or areas outside of the project limits; or additions to the project scope or budget that causes additional design work; will be billed at hourly rates, per change-order proposals approved by city of El Paso, until the work is at the same level of completion as it was prior to the change.
2. Additional meetings with city or other public agency staff or the general public beyond those identified in this scope of services.
3. Any additional work not specifically included in the above scope of services will be accomplished as Additional Services.

#### **J. Excluded Services**

The following services are specifically excluded from this proposal, but may be added at the City's request:

1. Final plat or easement preparation, or easement or boundary negotiations with adjacent property owners.
2. Property acquisition, appraisal, or land valuation or negotiation services.
3. Evaluation or design of areas or improvements outside the limits of the project site.

**K. Fee Schedule**

Consultant fees for this project are based on a lump sum amount for tasks identified as a part of the project. Efforts will be invoiced monthly, on a percent complete basis. Maximum fee amounts will not be exceeded without prior approval from the city of El Paso.

Project Start-Up.....	\$18,761
Data Gathering/Site Investigation.....	\$35,527
Public Participation Plan.....	\$200,460
Preliminary Park Facilities Master Plans.....	\$79,310
Preliminary Rec Center/Senior Center/ Aquatic Facilities Planning.....	\$75,435
Final Park Facilities Master Plan and Report.....	\$158,315
Project Management.....	\$37,265
<u>Reimbursable Expenses</u> .....	<u>\$84,927</u>
<b>TOTAL BASE FEE</b>	<b>\$690,000</b>
Optional Service – Traffic Impact Analysis.....	\$32,320

**L. Project Schedule**

The project schedule illustrated below is an approximate timeline of project activities, and assumes that Halff will receive a Notice to Proceed (NTP) on or about September 10, 2014. Project meetings are used to establish benchmark dates, which are milestones for the project scope. Should dates and/or meetings be delayed or rescheduled, the overall project schedule will be revised to address the new meeting schedule and project duration.

1. Week of 9/16 – Kick-off meeting and site walk through
2. October 14-16 – Stakeholder Meetings
3. November 18/19 – Focus Group Meetings
4. January 21 & 22 – 1st General Meetings
5. February 25 & 26 – 2nd General Meetings
6. March 25th – Open House Meeting
7. April / May – present to Park Board/City Council
8. End May/early June – present Final Master Plan report

$\frac{1}{2} \cdot \frac{1}{2}$ 

August 28, 2014

[illegible]



**EASTSIDE REGIONAL PARK, Master Plan and Report**  
**Half Associates**

**PERSONNEL / DESCRIPTION / RATE LEGEND**

[illegible]

**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

For the Project known as "**Eastside Regional Park Master Plan**," hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

**BASIC SERVICES OF THE CONSULTANT**

**GENERAL**

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.
3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

**PHASE I - DESIGN CHARRETTE PROCESS**

Upon receipt of Owner's written authorization to proceed, the Consultant shall proceed to perform the professional services as outlined in the Scope of Services attached hereto as **Attachment "A"**.

**PHASE II - PRELIMINARY MASTER PLAN**

Upon receipt of Owner's written authorization to proceed, the Consultant shall proceed to perform the professional services as outlined in the Scope of Services attached hereto as **Attachment "A"**.

**PHASE III - FINAL MASTER PLAN**

Upon receipt of Owner's written authorization to proceed, the Consultant shall proceed to perform the professional services as outlined in the Scope of Services attached hereto as **Attachment "A"**.

**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

**ADDITIONAL SERVICES OF THE CONSULTANT**

**GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.
3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.
4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

**RESIDENT PROJECT SERVICES**

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

**ATTACHMENT "C"**  
**CONSULTANT'S BASIC AND ADDITIONAL SERVICES**

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

**ATTACHMENT "D"**  
**PAYMENT AND DELIVERABLE SCHEDULES**

For the Project known as "**Eastside Regional Park, Master Plan**", hereinafter referred to as the Project, the Owner will compensate the Consultant a lump sum amount not to exceed **Six Hundred Ninety Thousand and 00/100 DOLLARS (\$690,000.00)** for all Basic Services and reimbursables noted within the Agreement and its attachments.

**PAYMENT SCHEDULE**

Basic services shall include the phases listed below at the fixed fee shown for each phase.

**Fixed fee Payment to Consultant**

<b>A. Project Start-Up</b>	<b>\$21,952</b>
<b>B. Data Gathering Site Investigation</b>	<b>\$40,224</b>
<b>C. Public Participation Plan</b>	<b>\$260,460</b>
<b>D. Preliminary Park Facilities Master Plan</b>	<b>\$83,200</b>
<b>E. Preliminary Recreation/Senior/Aquatic Center Plans</b>	<b>\$80,513</b>
<b>F. Final Park Facilities Master Plan</b>	<b>\$166,256</b>
<b>G. Project Management</b>	<b><u>\$37,395</u></b>
 <b>Total</b>	 <b>\$690,000</b>

Basic services shall be billed to Owner by Consultant pursuant Consultant's Fee Proposal attached hereto as **Attachment "B"**. Should the services rendered during the phases exceed the estimated amount, written authorization shall be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1<sup>st</sup> of each year and ends on August 31<sup>st</sup> of each year. Consultant's invoices must be separated into items that end August 31<sup>st</sup> and those that begin on Septembers 1<sup>st</sup> of any given year, to coincide with Owner's fiscal year.

**DELIVERABLE SCHEDULE**

In accordance with the Scope of Professional Services and schedule identified in Attachment "A" the Consultant shall provide ten (10) copies of any required documents..



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Bell Insurance  
16980 Dallas Parkway #210

Dallas TX 75248

INSURED  
Halff Associates, Inc.  
1201 N. Bowser

Richardson TX 75081

CONTACT NAME: Candy Goehring  
PHONE (A/C No. Ext.): (972) 581-4800 FAX (A/C No.): (972) 581-4850  
EMAIL ADDRESS: cgoehring@bellgroup.com

INSURER(S) AFFORDING COVERAGE

INSURER A: Massachusetts Bay NAIC # 22306

INSURER B: Allmerica Financial Benefit 41840

INSURER C: The Hanover Ins. Co. 22292

INSURER D: Ironshore Specialty Ins. Co. 25445

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 14/15 Master LMTL

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		ZDDA051278	7/12/2014	7/12/2015	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab.					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	AWDA051300	7/12/2014	7/12/2015	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						Uninsured motorist combined \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UHDA051287	7/12/2014	7/12/2015	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> MC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	W2DA028649	7/12/2014	7/12/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		002091900	7/12/2014	7/12/2015	Per Claim Limit \$1,000,000
	Claims Made Policy					Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Eastside Regional Park Master Plan - Prospect No. 1008-14-9587; City of El Paso and Owner are included as additional insureds as respects general and auto liability if required by written contract. Waiver of subrogation applies to the same as respects general and auto liability and workers compensation if required by written contract. Umbrella follows the underlying policies. 30 day notice of cancellation applies except 10 days for non pay.

## CERTIFICATE HOLDER

## CANCELLATION

City of El Paso  
Engineering & Consturction  
Management Department  
218 N Campbell - 2nd Floor  
El Paso, TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T J. Ashley/CANDY

Eastside Regional Park (Master Plan)		
Project Name:	Department Requesting Service:	District:
	Parks & Recreation	5
SCOPING AND EVALUATION TEAM		
Tracy Novak, Parks & Recreation		
Javier Reyes, Engineering & Construction Management		
Fred Lopez, City Development (Transportation Planning)		
Laura Kissack, City Development		
REQUEST FOR QUALIFICATIONS (RFO)		
	Date issued:	Monday, June 02, 2014
	Date submittals due:	Monday, June 23, 2014
Firms that Submitted a Statement of Qualifications (SOQ)		
Carl Daniel Architects + ATKINS	DRS Architecture, LLC	Half & Associates, Inc.
MNK Architects	New Republic Architects	Parkhill, Smith & Cooper
SWA Group		Marmon Mok Architecture Sites Southwest, LLC
SCHEDULE		
Evaluation of submittals completed:	Wednesday, July 16, 2014	1 Half & Associates, Inc.
Date finalists notified:	Thursday, July 17, 2014	2 Marmon Mok Architecture
		3 Sites Southwest, LLC
		Parkhill, Smith & Cooper, Inc.
Presentation Date:	Thursday, July 31, 2014	4 New Republic Architects
FINALISTS (in ranked order)		
Nominated consultant for award: Half & Associates, Inc.		
Fee proposal received: Tuesday, August 19, 2014		
City Council Agenda date for recommended award: Tuesday, September 23, 2014		